



Memorandum

To: Members, Assembly Committee on State Affairs and Homeland Security

From: Tom Larson, Director of Regulatory and Legislative Affairs

Date: March 22, 2010

Re: AB 821 – Changes to Wisconsin's Commercial Lien Law

The Wisconsin REALTORS® Association supports AB 821, legislation that seeks to make Wisconsin's Commercial Lien Law more effective by modifying the current process for filing a lien.

Overview -- Wisconsin's Commercial Lien Law authorizes real estate brokers in a commercial real estate transaction to place a lien on a property to insure payment of the commission in both purchase/sale transactions and lease transactions. While the requirements for filing a lien in purchase/sale transactions have some similarities to the lien requirements in lease transactions, they also have some significant differences.

Purchase and Sale Transactions

Current Law – In a purchase/sale transaction, a real estate broker is authorized to place a lien on property prior to closing to ensure payment of the commission at closing. In other words, this law provides real estate brokers with an insurance policy to make sure they receive any commission owed at closing.

To "perfect" the lien (or make the lien legally enforceable) in a purchase/sale transaction, the broker must file two separate documents with the register of deeds for the county in which the property is located:

- (1) an intent of a possible lien, which must be filed 30 days prior to closing; and
- (2) the actual lien, which must be filed 3 days before closing.

If the broker fails to file the necessary paperwork and does not get paid at closing, the broker can pursue a breach of contract claim. However, if the breach of contract claim is against the seller, the seller no longer owns the property and the broker will have to find some other means through which to enforce a favorable judgment from a court.

The Problem -- Wisconsin's Commercial Lien Law is the only lien law that requires the filing of an "intent of a possible lien" 30 days prior to the time payment of a commission or other compensation is owed and this requirement has made the law ineffective from a practical standpoint because:

(a) brokers are required to give notice of intent so early, in some cases before they sign the lease listing or management agreement (§ 779.32(3)(c)), and in other cases just too far in advance (§ 779.32(3)(a) & (b)).

(b) commercial brokers generally are unaware that their client will not be paying them until right before or at closing; and

(c) filing such a notice of potential lien could jeopardize the transaction or the broker's relationship with the client

The Solution – To address these problems, Assembly Bill 821 makes the following changes to the current commercial lien law:

- Replace the "Notice of Intent of a Possible Lien" requirement" with a "Notice of Interest" requirement. Like the "Notice of Intent of a Possible Lien," a "Notice of Interest" must be filed with the Register of Deeds at least 30 days in advance of a closing. The "Notice of Interest" will be valid for up to 24 months from the date of filing.
- To make sure the property owner is aware of the broker's lien rights, require all commercial listing contracts, buyer agency agreements, and tenant representation agreements related to commercial real estate to include a disclosure statement to inform the consumer that brokers have the authority to file a lien if the commission is not paid.
- Finally, authorize the Broker to file a lien at any time up to 30 days after the date of closing.

Current Process vs. New Process – Here is a comparison of the process for filing a commercial lien law under current law and the changes proposed by AB 821:

- **Current process**
 - Must file notice of intent to file a possible lien with register of deeds at least 30 days prior to closing
 - Must file actual lien with register of deeds at least 3 days prior to closing
 - Must send a copy of the lien to the property owner within 72 hours after filing
- **New process**
 - Must provide notice of lien rights in the listing agreement, buyer agency agreement, etc.
 - Must provide a notice of interest with the register of deeds at least 30 days before the deed or other conveyance
 - Must file the lien within 30 days after the closing documents are recorded
 - Must send a copy of the lien to the property owner within 72 hours after filing

Lease and Management Transactions

Current Law -- In a lease transaction, a real estate broker who is not paid a commission that is owed may place a lien on a property AFTER the lease agreement is signed or the commission or fee is owed. See Wis. Stat. §§ 779.32(2)(c) and (4)(a)2. This authority to

place a lien on the property after a commission is owed is similar to the authority provided under Wisconsin's contractor lien law.

To perfect the lien in a lease transaction, the broker must file two separate documents with the register of deeds for the county in which the property is located:

- (1) notice of intent to file a lien before the date that the lease or management agreement is entered into; and
- (2) the actual lien, which must be filed 90 days after the later of the following:
 - a. the date the broker earns a commission or compensations, or
 - b. the date that the broker receives notice that he/she has earned a commission or compensation

The Problem – Similar to purchase/sale transactions, requiring a broker to file a "notice of intent" before the lease is entered into is problematic because this requirement can strain a broker's relationship with a client, suggesting that the broker does not trust the client to honor his/her financial obligations under the lease or management agreement.

The Solution -- To address this problem, AB 821 makes the following changes to the current commercial lien law:

- Replace the "Notice of Intent of a Possible Lien" requirement with a disclosure statement in all commercial listing contracts, buyer agency agreements, and tenant representation agreements. The disclosure statement will inform the consumer that brokers have the authority to file a lien if the commission is not paid.

Current Process vs. New Process -- Here is a comparison of the process for filing a commercial lien law under current law and the changes proposed by AB 821:

- Current process
 - Must file notice of intent to file a possible lien with register of deeds at least one day before the lease is entered into.
 - Must file actual lien with register of deeds at least 90 days after commission is earned
 - Must send a copy of the lien to the property owner within 72 hours after filing
- New process
 - Must provide notice of lien rights in the listing agreement, buyer agency agreement, etc.
 - Must file the lien within 90 days after the commission is earned
 - Must send a copy of the lien to the property owner within 72 hours after filing

Summary of Changes – Here is a complete summary of all the changes made to the commercial lien law by AB 821:

- Replaces the "Notice of Intent of a Possible Lien" requirement" with a "Notice of Interest" requirement for all purchase/sale transactions. (Note – for

lease/management transactions, the "Notice of Intent of a Possible Lien" requirement is eliminated.) Like the "Notice of Intent of a Possible Lien," a "Notice of Interest" must be filed with the Register of Deeds at least 30 days in advance of a closing. The "Notice of Interest" will be valid for up to 24 months from the date of filing.

- To make sure the property owner is aware of the broker's lien rights, require all commercial listing contracts, buyer agency agreements, and tenant representation agreements related to commercial real estate to include a disclosure statement to inform the consumer that brokers have the authority to file a lien if the commission is not paid.
- Authorizes the broker to file a lien at any time up to 30 days after the date of closing. (Keeps current law with respect to lease, (tenant representation agreements – see below) and other management agreements – 90 days after commission is owed)
- Clarifies that commercial lien law applies to "tenant representation agreements." Current law uses the terms "lease" and "management agreement."
- Removes the requirement to file an intent of possible lien 30 days prior to closing. Instead, all commercial listing contracts, buyer agency agreements, tenant representation agreements, lease listings and written agreements for management of commercial real estate would be required to include a disclosure statement to inform the consumer that brokers have the authority to file a lien if the commission is not paid.
- Clarifies the lien can be filed to recover commission "or compensation," which is intended to cover fees often owed under buyer agency/ tenant representation agreements, lease listings or management agreements. Current law indicates that a lien can be filed only to recover a commission.
- Expands the list of entities that can handle escrow related to commission disputes to include "mutually-agreed-upon third parties."
- Creates an enforcement provision indicating that commercial lien can be enforced through the same process as construction liens (Wis. Stat. sec. 779.09)
- Clarifies that if brokers sign a written lien waiver they waive right to the lien (see Wis. Stat. sec. 779.03(1)).
- Allows title insurance companies to correct a variety of recording errors on deeds, mortgages, easements, etc., without having to commence a court action or gather all of the parties and re-execute the faulty document. (Restores law that existed prior to *Smiljanic v. Niedermeyer*, 2007 WI App 182, 737 N.W.2d 436.)

Assembly Bill 821
Committee on State Affairs and Homeland Security

Testimony of J. Bushnell Nielsen
Hearing date March 25, 2010

Representatives, my name is Bush Nielsen. I am a real estate lawyer and a partner at Reinhart Boerner Van Deuren in Waukesha. I have 29 years of experience in legal issues about the title to real estate.

This bill cures three problems, all relating to real estate liens and titles. I assisted the various associations who gave input into the three components of this bill.

The first part of the bill would create a new law, 706.085, which would allow deeds and mortgages that contain simple mistakes to be fixed by affidavits signed by seller, buyer, the drafter of the instrument, or the person who closed the transaction. We need such a law, because it is cumbersome and expensive to fix a deed or mortgage after the fact. People die, move away, become uncooperative, can't be found or want money just to sign a document that cures a simple error, such as the name of the subdivision in which the property is located.

A similar law was repealed about 40 years ago, for reasons that no one can remember. The issue came up in a recent appeals court case called *Smiljanic*. I represented Doug Smiljanic in that case. In that case, a deed had been fixed by an affidavit 50 years ago. Everyone involved in the sale was dead. The court of appeals held that, since there is no statute allowing a deed to be fixed by an affidavit, the only way to fix it would be to have a lawsuit. We had a lawsuit before the court, and still it would not fix the deed. Doug Smiljanic lost his access to a very desirable lake, for which he had paid a lot of money.

The Court of Appeals invited the legislature to act to fill this void. The important ruling in *Smiljanic* was that the only way to fix a deed is with a court action, because there is no law that provides another method. This bill would create that other method.

The associations that worked on this part of the bill included the State Bar, the Wisconsin Realtors Association, the Wisconsin Registers of Deeds Association, the Wisconsin Real Property Listers Association, and the group of which I am a member, the Wisconsin Land Title Association. We spent many days in meetings arriving at a consensus about how affidavits of correction should work.

The second segment of this bill begins on page 6 at section 2. It would amend an existing law, 779.32, which establishes a commercial real estate broker's right to place a lien on property on which the broker is owed a commission. This bill would revise the existing law.

As the law is currently drafted, the notice requirements are so difficult that, in my experience, it is almost impossible for a real estate broker to actually use the law to claim a lien. Commercial real estate brokers sometimes get stiffed on their commissions. I have had to advise several brokers that they lost their lien rights before they could file liens in order to get paid. A commercial broker may only work on two or three deals a year. My brother-in-law is a commercial broker. If he gets three commission checks a year, that is a good year. If he gets stiffed on one of those deals, his family suffers.

The Wisconsin Land Title Association worked with the Wisconsin Realtors Association to reach agreement on revisions to the law to make the notice provisions easier to comply with, while still protecting property owners from the threat of liens that are not warranted. WLTA supports the bill.

The third part of this bill (beginning with section 24 on page 12) cures a small but deadly problem with the procedure for getting rid of roads that are not used by the public. We have an ancient law about vacating streets in subdivisions. The circuit court must enter an order vacating a street dedicated in a subdivision plat. A law in the lis pendens chapter, 840.11(2), says that a notice of the lawsuit must be recorded when the lawsuit is filed to vacate the street. It says that, if the lis pendens is not recorded, the court order is void.

In a lawsuit I handled for a client, Judge Ehlers in Door County had signed an order vacating a certain street that was not needed for access any more. Later, a very able lawyer, representing a neighbor, filed suit to undo the vacation order, because someone (not me) forgot to record a lis pendens. His client, the neighbor, knew all about the street vacation at the time. A lis pendens' sole purpose is to give notice of lawsuits to buyers and lenders. However, Judge Ehlers, in the second case, felt obligated to void his earlier judgment, because the statute says a vacation order is VOID if the lis pendens is not recorded.

This bill will fix the law so that it says what the legislature originally intended, in my opinion. It would now say that a lis pendens is to be recorded, but the order vacating a street can only be attacked by a person who bought land that would have used the road, and who bought without notice of the lawsuit that was pending that would take away that access street.

The three components of this bill are all important changes to improve our laws that affect home ownership, based on recognized deficiencies in current law. I ask the Representatives to vote in support of AB 821. Thank you.



STATE REPRESENTATIVE

JON RICHARDS

WISCONSIN STATE ASSEMBLY

Assembly Bill 821

Testimony for the Assembly State Affairs and Homeland Security Committee March 25, 2010

Thank you, Mr. Chairman and members of the Committee, for allowing me to testify before you today about AB 821. This bill makes a number of changes to the process which dictates obtaining and terminating a commercial real estate lien.

Under Current law, a real estate broker must place a lien on a piece of property prior to the parties coming together for the closing. This ensures that the broker will be able to collect its commission or other compensation at the closing.

Currently, the broker is required to file with the county register of deeds office, both a notice of intent of a possible lien no later than 30 days prior to closing and is required to file the actual lien no later than 3 days prior to the closing – Wisconsin is the only state to require these two actions prior to the closing. These requirements are causing unnecessary complications in the broker/client relationship.

AB 821 replaces the “Notice of Intent of a Possible Lien” requirement with a “Notice of Interest” requirement. This legislation also ensures that property owners are aware that a broker has the authority to file a lien if commission is not paid and allows a broker to file a lien up to 30 days after the closing date.

In addition to these changes, AB 821 modifies how Wisconsin title agents may correct errors on documents that are filed with the Register of Deeds offices. Under this legislation, agents will be able to correct mistakes with the use of an Affidavit of Correction, a process that was routinely used until a Court of Appeals struck this down in 2007.

Today we are joined by several representatives from commercial real estate and land title companies who have worked very hard on the specifics of this legislation.

Thanks for allowing me to testify before you today.



WISCONSIN LEGISLATIVE COUNCIL

Terry C. Anderson, Director
Laura D. Rose, Deputy Director

TO: SENATOR JIM SULLIVAN

FROM: Russ Whitesel, Senior Staff Attorney

RE: 2009 Senate Bill — (LRB-4029/2), Relating to Commercial Real Estate Liens and Recording a Correction Instrument

DATE: March 2, 2010

This memorandum describes the provisions of 2009 Senate Bill — (LRB-4029/2), relating to commercial real estate liens and recording a correction instrument.

1. Correcting Real Estate Recordings

Under current law, a court may, on satisfactory proof, make an order correcting the description of real property in a recorded instrument conveying that property. The law permits correction instruments to be recorded to make certain specified corrections to recorded plots or certified survey maps. Even though correcting an error in a previously recorded instrument conveying real property by recording an affidavit making the correction but without court action has been common practice for many years, the Wisconsin Court of Appeals determined in *Smiljanic v. Niedermeyer*, 2007 WI App 182, 737 N.W.2d 436, that there is no specific statutory authority under current law for utilizing this method of correction.

This bill provides that an instrument correcting previously recorded instruments conveying real property may be executed by a person with personal knowledge of the facts stated in the instrument and recorded in the Office of the Register of Deeds of the county of which the previously recorded instrument is recorded. This instrument may correct a legal description; add to, correct, or clarify other information, such as names, dates, and marital status; add an acknowledgement or authentication; or add the consent or subordination of a mortgagee. Under the bill, there are specifications as to what information a correction instrument may include. The bill provides that the record of the correction instrument is *prima facie* evidence of the facts stated in the correction instrument; is presumed to be true, subject to rebuttal; and constitutes record notice affecting the property's chain of title to any purchaser of the property. Also, the bill validates correction instruments that were recorded before the effective date of the bill.

A commercial real estate lien is extinguished under current law if an action to enforce the lien is not commenced within two years after the lien is perfected. This bill provides that a commercial real estate lien is extinguished if a new notice of interest in the commercial real estate is not recorded in the Office of the Register of Deeds for the county in which the commercial real estate is located within two years after the original notice of interest was recorded. The legislation also permits a broker to rescind a notice of interest by recording a notice in the Office of the Register of Deeds for the county in which the commercial real estate is located indicating that he or she no longer claims an interest in the commercial real estate.

The legislation requires a broker to record a notice rescinding a notice of interest in the commercial real estate if the agreement that created the interest in the commercial real estate is terminated or expires. Further, under the bill, a broker may waive the lien by signing a written waiver, but no action between any other persons may invalidate the lien, other than the payment in full of the broker's commission.

The legislation also contains provisions relating to the initial applicability of the provisions in the bill.

If you have any questions regarding this legislation, please feel free to contact me directly at the Legislative Council staff offices.

RW:jb;wu

Assembly Bill 821
Committee on State Affairs & Homeland Security

Testimony of Craig Haskins
Hearing date March 25, 2010

My name is Craig Haskins. I am the Executive Vice President of Knight-Barry Title, which is a 156 year old privately held family company. We have 12 offices in Wisconsin and 130 employees throughout the State. I believe our company may be the largest title agency in Wisconsin. With that said everyday our title examiners find real estate documents with minor errors. Many of these errors can hold up the ability of the homeowner to sell their home or refinance their mortgage.

In the past few years following the *Smiljanic decision* referenced in the testimony of Bush Nielsen, our remedies to fix these minor errors have been to either have the homeowner hire a lawyer to ask the Court to repair the error; ignore the minor error and leave the public records in disorder; or have all of the parties to the initial closing re-execute the documents. This last option is very difficult if the previous owner has moved to Florida – or worse – has died.

Attached are 14 errors that are easily cured with the new law. I'd like to take a couple minutes to discuss a couple of them.

(Please see the attached handout).

As for the commercial broker lien section of the bill, the main issue from my perspective is that title companies facilitate the closing of many commercial transactions. In preparation of the closing documents, many times we are not aware of the existence of a broker if the seller and/or buyer are attempting to stiff the broker. This law simply gives notice to the public well in advance of the closing that the broker has an interest in the property in the form of its listing contract. This notice is key to the preparation of the closing documents and assures that the brokers interest is addressed prior to or at the closing.


Thank you.

Corrective Instrument Analysis

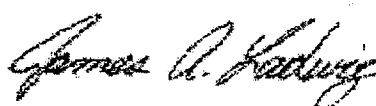

September 30, 2009

By: Cheri Hipenbecker and Craig Haskins

Knight-Barry Title, Inc.
330 E. Kilbourn Ave, Suite 925
Milwaukee, WI 53202
(414) 727-4545

<p>0000679</p> <p>Document Number</p>	<p>STATE BAR OF WISCONSIN FORM 1 - 2000</p> <p>WARRANTY DEED</p>	<p>DOC # 2010536</p> <p>Recorded</p> <p>JAN. 11, 2005 AT 06:07PM</p>
<p>This Deed, made between <u>Elmer F. Nelson, Jr.</u> Grantor, and <u>Harvey B. Rickoff and Sandra A. Rickoff, husband and wife</u>, Grantee. Grantor, for a valuable consideration, conveys to Grantee the following described real estate in <u>Racine</u> County, State of Wisconsin (the "Property") (if more space is needed, please attach addendum):</p> <p>Lot 6, Block 1, Briar Hills, being a part of the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 31, Township 4 North, Range 23 East. Said land being in the Town of Caledonia, County of Racine, State of Wisconsin.</p>		
<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> <p>Mr. Nelson inadvertently failed to indicate his marital status, which is required under 706.02(1)(f).</p> </div>		
<p><i>James A. Loomis</i></p> <p>JAMES A. LOOMIS RACINE COUNTY REGISTER OF DEEDS</p> <p>Fee Amount: \$11.00 Transfer Fee: \$875.00</p>  <p>Recording Area</p> <p>Name and Return Address Harvey and Sandra Rickoff 3554 Cranberry Lane Racine, WI 53404</p> <p style="text-align: right;">11-</p>		

Appeals Court Solution	Corrective Instrument Solution
Execution of a new deed or the commencement of a lawsuit to prove the grantor's marital status at the time of the conveyance.	A person with personal knowledge of the circumstances of the conveyance and of the facts recited in the instrument can sign a correction instrument which corrects or clarifies a party's marital status.
	<i>Proposed §§706.085(2)(b) and 706.085(1)(b)(2), Wis. Stats.</i>

<p>0000806</p> <p>Document Number</p>	<p>STATE BAR OF WISCONSIN FORM 3 - 1999</p> <p>QUIT CLAIM DEED</p>	<p>DOC # 2023200 Recorded APR. 08, 2005 AT 05:11PM</p> <div style="text-align: center;">  </div> <p>JAMES A. LADWIG RACINE COUNTY REGISTER OF DEEDS Fee Amount: \$11.00 Fee Exempt 77.25-(3)</p> 
<p>This Deed, made between <u>Scott J. Anderson, a single person</u>, Grantor, and <u>Kenneth Scott Anderson, a married person</u>, Grantee.</p> <p>Grantor quit claims to Grantee the following described real estate in <u>Racine County, State of Wisconsin</u> (If more space is needed, please attach addendum):</p> <p>Lot 12, Block 2, Wickham's Addition, according to the recorded plat thereof. Said land being in the City of Racine, County of Racine, State of Wisconsin.</p>		<p>Recording Area</p> <hr/> <p>Name and Return Address Kenneth Scott Anderson 250 Wickham Blvd Racine, WI 53405</p>
<p>The drafter of the deed inadvertently identified Mr. Anderson as a married person when in fact Mr. Anderson was a single person.</p>		

Appeals Court Solution	Corrective Instrument Solution
Execution of a new deed signed by the grantor or the commencement of a lawsuit to prove the grantee's marital status at the time of the conveyance.	A person with personal knowledge of the circumstances of the conveyance and of the facts recited in the instrument can sign a correction instrument which corrects or clarifies a party's marital status.
	Proposed §§706.085(2)(b) and 706.085(1)(b)(2), Wis. Stats.

State Bar of Wisconsin Form 5-2003 PERSONAL REPRESENTATIVE'S DEED	
Document Number	Document Name
THIS DEED , made between <u>Linda Varber</u> as Personal Representative of the estate of <u>Senis Myhre</u> ("Decedent"), ("Grantor," whether one or more), and <u>Dorothy A. Benes, an</u> <u>unmarried person</u> ("Grantee," whether one or more). Grantor conveys to Grantee, without warranty, the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in <u>Kenosha</u> County, State of Wisconsin ("Property") (If more space is needed, please attach addendum): <u>South 63 feet of Lot 5, Block 9, Petersdorf Subdivision, of Block 9 and 10 in Fisk's</u> <u>Addition to the City of Kenosha, Wisconsin, in the Southwest 1/4 of Section 3,</u> <u>Township 2 North, Range 23 East of the Fourth Principal Meridian. Said land</u> <u>being in the City of Kenosha, County of Kenosha, and State of Wisconsin.</u>	
<div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;"> The correct description should have referenced "Fred Petersdorf" subdivision and not simply "Petersdorf" subdivision. </div>	
<div style="float: right; text-align: center;"> 1456770 RECORDED At Kenosha County, Wisconsin, on 03/14/08 Linda J. Varber, Register of Deeds on 03/14/2008 at 3:15PM \$12.00 6002 </div> <div style="clear: both;"></div> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> Recording Area Name and Return Address <u>Ms. Dorothy A. Benes</u> <u>4200 Franklin Ave.</u> <u>Western Springs, IL 60558</u> </div> <div style="margin-top: 10px;"> 12-223-31-359-008 Parcel Identification Number (PIN) This <u>is</u> homestead property. (1a) (b)(1) </div>	

Appeals Court Solution	Corrective Instrument Solution
Execution of a new deed signed by the grantor or the commencement of a law suit to correct the name of the subdivision.	<p>A person with personal knowledge of the circumstances of the conveyance and of the facts recited in the instrument can sign a correction instrument which corrects the legal description in a conveyance, including a distance; angle; direction; bearing; chord; lot, block, unit, or building number or letter; appurtenant easement; section number; township name or number; municipality, county, or state name; range number or meridian; certified survey map number; or subdivision or condominium name.</p> <p><i>Proposed §§706.085(2)(b) and 706.085(1)(a), Wis. Stats.</i></p>

2034606
6/21/05

Document Number _____

STATE BAR OF WISCONSIN FORM 3 - 1999
QUIT CLAIM DEED

This Deed, made between Brian L. Gustin and Vicki A. Gustin,
~~husband and wife, Grantor, and Melissa A. Gustin and Eric L. Martin,~~
both single people Grantees.

Grantor quit claims to Grantee the following described real estate in
 Racine County, State of Wisconsin (if more space is needed, please attach
 addendum):

Lot 7, Block 42, Original Plat of Racine, as surveyed by Moses Villas,
 according to the recorded plat thereof. Said land being in the City of
 Racine, County of Racine, State of Wisconsin.

The drafter inadvertently used the
 wrong middle initial for Eric.

Recording Area _____

Name and Return Address
 Melissa Gustin and Eric Martin
 1408 N. Wisconsin St.
 Racine, WI. 53402.

IMAGE
COPY

Appeals Court Solution	Corrective Instrument Solution
<p>Execution of a new deed signed by the grantor or the commencement of a lawsuit to prove the grantee's middle name.</p>	<p>A person with personal knowledge of the circumstances of the conveyance and of the facts recited in the instrument can sign a correction instrument which corrects or clarifies a party's name, including the spelling of the name; a first or middle name or initial; a name suffix, such as senior or junior; alternate names by which the party is known; or a description of an entity as a corporation, company, or similar identifier.</p> <p><i>Proposed §§706.085(2)(b) and 706.085(1)(b)(1), Wis. Stats.</i></p>

Spelled out properly. But numbers in parentheses are incorrect.

Exhibit A

Commencing at the Northeast corner of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of Section Thirty-five (35), Township Thirteen (13) North, Range Twenty-one (21) East, running thence South 03 degrees 20 minutes 00 seconds West, Eighty-eight and Six Tenths (88.6) feet thence North 89 degrees 20 minutes 00 seconds West, Two Hundred Forty-three and Five Tenths (243.5) feet more or less to the shore of Random Lake, thence Northeasterly One Hundred Twenty (120) feet along said shore to the Southwesterly corner of Lot One (1), Block One (1), Evergreen Park Subdivision, thence South 89 degrees 20 minutes 00 seconds East, One Hundred Sixty-five and six tenths (65.6) feet along the South line of said Lot One (1) to the point of beginning, said tract being in the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of Section Thirty-five (35), Township Thirteen (13) North, Range Twenty-one (21) East, TOGETHER WITH any right, title and interest that Grantors have in that certain road easement as in agreement between Wilmer T. Orth, as Executor of Last Will and Testament of Michael Orth, Jr. deceased to Sylvia Orthweber dated January 12, 1962 and recorded January 25, 1962 in Volume 14 of Contracts, on pages 331-333, as Document No. 797126.

Appeals Court Solution	Corrective Instrument Solution
Execution of a new deed or the commencement of a lawsuit to confirm which measurement is correct.	<p>A person with personal knowledge of the circumstances of the conveyance and of the facts recited in the instrument can sign a correction instrument which corrects the legal description in a conveyance, including a distance; angle; direction; bearing; chord; lot, block, unit, or building number or letter; appurtenant easement; section number; township name or number; municipality, county, or state name; range number or meridian; certified survey map number; or subdivision or condominium name.</p> <p><i>Proposed §§706.085(2)(b) and 706.085(1)(a), Wis. Stats.</i></p>

MORTGAGE	
<p>DOCUMENT NUMBER:</p> <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 250px; text-align: center;"> <p>The lender inadvertently attached the completely wrong legal description</p> </div> <p>RETURN ADDRESS: Bank of Elmwood 2704 Lathrop Avenue Racine, WI 53408</p> <p>PARCEL I.D. NUMBER: 61-151-03-22-12-235-250</p>	<p style="text-align: right;"><i>James A. Ladnis</i></p> <p style="text-align: center;"> JAMES A. LADNIS RACINE COUNTY REGISTER OF DEEDS Fee Amount: \$67.00 </p>
<p>MAXIMUM LIEN. The lien of this Mortgage shall not exceed at any one time \$113,000.00.</p> <p>THIS MORTGAGE dated March 31, 2006, is made and executed between BRANDY L STORK, whose address is 1521 Windsor Way Unit 1, RACINE, WI 53408 (referred to below as "Grantor") and Bank of Elmwood, whose address is 2704 Lathrop Avenue, Racine, WI 53408 (referred to below as "Lender").</p> <p>GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; privileges, easements, encumbrances, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Racine County, State of Wisconsin:</p> <p style="font-size: small;">See See Attached Legal Description, which is attached to this Mortgage and made a part of this Mortgage as it fully set forth herein.</p>	

Appeals Court Solution	Corrective Instrument Solution
<p>Execution of a new mortgage or the commencement of a lawsuit to confirm the correct legal description.</p>	<p>If the Lender and Grantor intended to encumber two parcels owned by the Grantor, and only one parcel was shown on the Mortgage, then <u>only</u> Brandy L. Stork, as Grantor, may sign the correction instrument adding the 2nd parcel to the Mortgage which correctly conveys other land. <i>Proposed §706.085(2)(b)(3)(b), Wis. Stats.</i></p> <p>If the Grantor (Brandy L. Stork) did not own the property described in the recorded mortgage, then a person with knowledge of the circumstances of the conveyance and of the facts recited in the instrument can sign a correction instrument corrects the legal description in a conveyance, including a distance; angle; direction; bearing; chord; lot, block, unit, or building number or letter; appurtenant easement; section number; township name or number; municipality, county, or state name; range number or meridian; certified survey map number; or subdivision or condominium name. <i>Proposed §§706.085(2)(b) and 706.085(1)(a), Wis. Stats.</i></p>

Document Number _____	State Bar of Wisconsin Form 1-2003 WARRANTY DEED	0843652 RONALD A. VOIGT OZAUKEE COUNTY REGISTER OF DEEDS PORT WASHINGTON, WI TID: 33639 RECORDED ON 06/15/2006 01:34PM REC FEE: 15.00 TRNG FEE: 1448.00 PAGES: 3 EXEMPT #: 0
THIS DEED, made between <u>Nick R. Didier, Jr., Peter J. Didier and Patricia L. Didier, husband and wife and William G. Didier and Connie M. Didier, husband and wife</u>		
("Grantor," whether one or more), and <u>Bay Hill Property LLC</u>		
("Grantee," whether one or more).		
Grantor for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in <u>Ozaukee</u> County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):		
See Attached Exhibit A.		
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> The Grantors inadvertently included land they already sold years prior in this deed with a large amount of other land. </div>		
Recording Area Name and Return Address <u>Mike Didier</u> <u>110 E. Grand Ave</u> <u>Port Washington, WI 53074</u>		\$15 / P
07-030-01-013.00 *		
Parcel Identification Number (PIN)		
This <u>is not</u> homestead property. (is) (is not)		

Appeals Court Solution	Corrective Instrument Solution
Execution of a new deed signed by grantee back to the actual owner of the erroneously conveyed property, or the commencement of a lawsuit to judicially reform the deed to remove the parcel in question.	If a parcel is being removed from a conveyance that also correctly conveys other land, <u>only</u> the grantee may sign a correction instrument removing the erroneously conveyed parcel. <i>Proposed §706.085(2)(b)(3)(c), Wis. Stats.</i>

1704198

M&I Mortgage Corp.

Document Number _____

ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is 770 North Water Street, Milwaukee, WI 53202 does hereby grant, sell, assign, transfer and convey, unto _____

Wisconsin Partnership for Housing Development, Inc.
a corporation organized and existing under the laws of the Wisconsin (herein "Assignee").
a certain Mortgage dated April 14 2005 made and executed by Steven D Quinn and Jessica L. Hemenway single persons

to and in favor of M&I Marshall and Isley Bank

upon the following described property situated in Rock County, State of Wisconsin

RECORDED
2005 APR 25 PM 1 46
RANDAL LEYES
REGISTER OF DEEDS
ROCK CO WI 53545

Record and Return to:
Wisconsin Partnership for Housing Development, Inc.
121 South Pinckney Street
Madison, WI 53703

771-157004
(Parcel Identifier Number)

☒ If checked here, real estate description continues or appears on attached sheet.

such Mortgage having been given to secure payment of \$ 5,000.00
Five Thousand and no/100
which Mortgage is of record in Book, Volume or Liber No. _____ at page _____ (or as No. 1704198) of the _____ Records of Rock County, State of Wisconsin, together with the note(s) and obligations therein described and the money due and to become due thereon with interest, and all rights accrued or to accrue under such Mortgage.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on April 14 2005

Witness

Witness

Attest

M&I Mortgage Corp.
Louise A. Powers
By: Louise A. Powers
Asst Vice President
as agent for M&I Marshall and Isley Bank

The Register of Deeds hand-wrote in the incorrect document number.

State of Wisconsin

Appeals Court Solution	Corrective Instrument Solution
Execution of a new assignment by the assignee lender or the commencement of a lawsuit to reform the assignment.	A person with knowledge of the circumstances of the conveyance and of the facts recited in the instrument can sign a correction instrument which corrects the recording data for an instrument referenced in the conveyance. <i>Proposed §§706.085(2)(b) and 706.085(1)(b)(7), Wis. Stats.</i>

MORTGAGE

DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
4043100

04/18/2005 03:52:52PM

DOCUMENT NUMBER

Trans. Fee:
Exempt #:

NAME & RETURN ADDRESS
M&I Mortgage Corp.
ATTN: Final Documentation Dept.
P.O. Box 478
Milwaukee, WI 53201-0478

Rec. Fee: 45.00
Pages: 18

PARCEL IDENTIFIER NUMBER
251-0710-034-0305-4

001130

[Space Above This Line For Recording Data]

The lender recorded this mortgage without page six.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

Appeals Court Solution

Execution of a new mortgage or the commencement of a lawsuit to reform the mortgage to include the missing page.


Corrective Instrument Solution

A person with knowledge of the circumstances of the conveyance and of the facts recited in the instrument can sign a correction instrument which adds, corrects or clarifies information in a conveyance other than a legal description.

*Proposed §§706.085(2)(b) and 706.085(1)(b),
Wis. Stats.*

State Bar of Wisconsin Form 5-2003 PERSONAL REPRESENTATIVE'S DEED		1807785 SHEBOYGAN COUNTY, WI RECORDED ON 09/07/2006 01:03PM ELLEN R. SCHLEICHER REGISTER OF DEEDS RECORDING FEE: 11.00 TRANSFER FEE: 388.50 EXEMPTION # STAFF ID 9 TRANS # 86253 # OF PAGES: 1
Document Number	Document Name	
THIS DEED, made between <u>Wells Fargo Bank, N.A.</u>		
as Personal Representative of the estate of <u>Elizabeth L. Pax</u>		
"Decedent"), ("Grantor," whether one or more), and <u>Daniel Panzer, Sr., a single</u> person		
"Grantee," whether one or more). Grantor conveys to Grantee, without warranty, the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in <u>Sheboygan</u> County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):		
Part of the Northeast ¼ of the Southeast ¼, Section 27, Township 15 North, Range 22 East, the Town of Sheboygan Falls, Sheboygan County, Wisconsin; Commencing in the center line of State Trunk Highway 23, 638.1 feet Northwesterly of the intersection of the centerline of said highway with the East line of Section 27, Township 15 North, Range 22 East, the Town of Sheboygan Falls; thence North 50°32' East, along the centerline of said highway; thence North 49°05' West, 395.3 feet; thence centerline of said highway; thence South 51°05' West, 240.4 feet, to the place of beginning conveyed in Warranty Deed recorded in Volume 20, Page 388, Document No. 1101225.		
Recording Area		on Number (PIN)
Name and Return Address		Lead property.
<u>Daniel Panzer, Sr.</u> <u>W2940 County Road C</u> <u>Sheboygan Falls, WI 53085</u>		
59026388660		
<div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;"> <p>Elizabeth referred to herself as Betty in a previous document and the Real Property Lister requires Elizabeth to clarify that she is AKA Betty.</p> </div>		

Appeals Court Solution	Corrective Instrument Solution
Execution of a new deed or the commencement of a lawsuit to confirm the name.	A person with knowledge of the circumstances of the conveyance and of the facts recited in the instrument can sign a correction instrument which corrects or clarifies a party's name, including the spelling of the name; a first or middle name or initial; a name suffix, such as senior or junior; alternate names by which the party is known; or a description of an entity as a corporation, company, or similar identifier.
	<i>Proposed §§706.085(2)(b) and 706.085(1)(b)(1), Wis. Stats.</i>

State Bar of Wisconsin Form 1-2003 WARRANTY DEED		 * 4 3 4 6 8 8 5 1 * DANE COUNTY REGISTER OF DEEDS
Document Number	Document Name	DOCUMENT # <div style="font-size: 1.2em; font-weight: bold;">4346885</div> 08/21/2007 07:34AM Trans. Fee: 750.00 Exempt #: _____ Rec. Fee: 11.00 Pages: 1
THIS DEED , made between <u>Michael F. Rufflo and Jennifer L. Rufflo, husband and wife, and Dorothy A. Edwards, a married person.</u>		
("Grantor," whether one or more), and <u>Trianon Properties 2, LLC</u>		
("Grantee," whether one or more).		
Grantor for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in <u>Dane</u> County, State of Wisconsin ("Property") (if more space is needed, please attach addendum): <u>Lot Eight (8), Block Six (6), Second Addition to Valley Subdivision, in the City of Sun Prairie, Dane County, Wisconsin.</u>		
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> The deed incorrectly describes the property as the homestead of the grantor. </div>		282-0911-324-4078-8 Parcel Identification Number (PIN) This <input checked="" type="radio"/> is <input type="radio"/> is not homestead property.


Appeals Court Solution	Corrective Instrument Solution
Execution of a new deed or the commencement of a lawsuit to confirm the homestead status.	A person with knowledge of the circumstances of the conveyance and of the facts recited in the instrument can sign a correction instrument which correct or clarifies whether the property is a homestead. <i>Proposed §§706.085(2)(b) and 706.085(1)(b)(4), Wis. Stats.</i>

The notary failed to indicate the date on which the document was acknowledged.

ACKNOWLEDGMENT

State of Wisconsin
County of Shushong

This instrument was acknowledged before me on _____ by
Brian G Jankowski and Lynette R Jankowski.



Signature of Notarial Officer: Aimee A. Markowski
Printed Name: Aimee Markowski Best
Title or Rank: Close Corp. Acct. Executive
My Commission Expires: 3-70-13

This instrument was drafted by:
3371 Hillside Lane
Green Bay, WI 54302

Appeals Court Solution	Corrective Instrument Solution
Execution of a new document or the commencement of a lawsuit to confirm the date on which the document was acknowledged.	<p>A person with knowledge of the circumstances of the conveyance and of the facts recited in the instrument can sign a correction instrument which adds or clarifies facts relating to the acknowledgment or authentication.</p> <p>Proposed §§706.085(2)(b) and 706.085(1)(b)(10), Wis. Stats.</p>

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

Stewart D. Hofmann (Seal)
Stewart D. Hofmann -Borrower

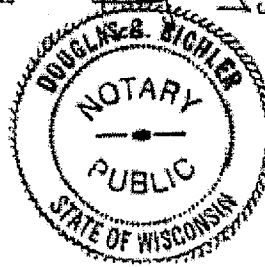
Vanessa R. Hoff (Seal)
Vanessa R. Hoff -Borrower

STATE OF WISCONSIN, Ozaukee

The foregoing instrument was acknowledged before me this
by Stewart D. Hofmann

County ss:

^{Deb}
June 2, 2009



My Commission Expires: 5/8/2011

Douglas B. Richter
Notary Public, State of Wisconsin

The notary failed to indicate that
Vanessa also acknowledged the
document.

This instrument was prepared by

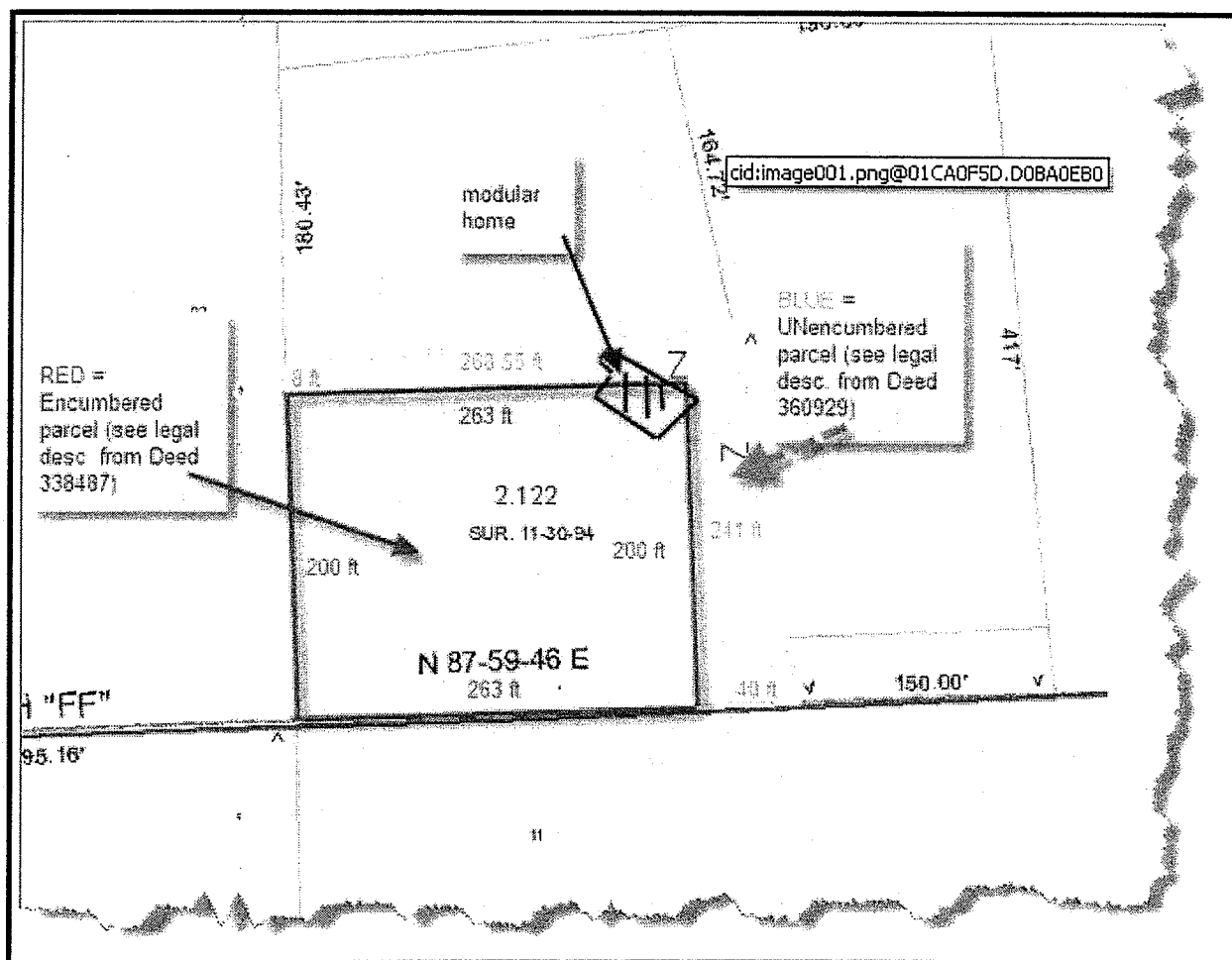
Appeals Court Solution

Execution of a new document or the commencement of a lawsuit to confirm that both parties acknowledged the document.

Corrective Instrument Solution

A person with knowledge of the circumstances of the conveyance and of the facts recited in the instrument can sign a correction instrument which adds an acknowledgment or authentication.

Proposed §§706.085(2)(b) and 706.085(1)(c),
Wis. Stats.



Appeals Court Solution	Corrective Instrument Solution
<p>Execution of a new mortgage signed by the Grantor (borrower) to add the additional lands, or the commencement of a lawsuit to judicially reform the mortgage to add the parcel in question.</p>	<p>The mortgage did not encumber all of the lands that the parties (lender and borrower) intended to encumber. Grantor (borrower) must sign the correction instrument adding the additional lands to the mortgage which also correctly conveyed other lands.</p> <p><i>Proposed §706.085(2)(b)(3)(b), Wis. Stats.</i></p>